

The Honorable Barbara J. Rothstein

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

PARLER LLC,

Plaintiff,

v.

AMAZON WEB SERVICES, INC.,

Defendant.

No. 2:21-cv-00031-BJR

**DECLARATION OF [REDACTED]
[REDACTED] (AMAZON
EXECUTIVE 2) IN
OPPOSITION TO PARLER'S
MOTION FOR TEMPORARY
RESTRAINING ORDER**

FILED UNDER SEAL

The undersigned declares as follows:

1. I am [REDACTED]

[REDACTED] at Amazon Web Services, Inc.

("AWS"). I am over the age of 18 years and have personal knowledge of the matters stated in this Declaration. If called as a witness, I would testify competently to them.

2. I have been employed by Amazon for more than 10 years. [REDACTED]

[REDACTED]

[REDACTED] As a result, I have personal involvement in and knowledge of our policies concerning how AWS handles abusive content hosted by our customers. I also have reviewed information relating to plaintiff Parler LLC's account with AWS, and was personally involved in the discussions with Parler described below.

3. On June 12, 2018, Parler signed up with AWS through our online click-through process. At the time that Parler created its account with AWS, it agreed to the terms of the AWS

AMAZON EXECUTIVE 2 DECL. ISO OPP'N TO TRO

(No. 2:21-cv-00031-BJR) - 1
4835-2059-1574v.4 0050033-000653

Davis Wright Tremaine LLP
LAW OFFICES
920 Fifth Avenue, Suite 3300
Seattle, WA 98104-1610
206.622.3150 main · 206.757.7700 fax

1 Customer Agreement. A true and correct copy of the AWS Customer Agreement to which Parler
2 agreed is attached to this declaration as **Exhibit A**. The Agreement's terms subsequently
3 changed in parts that are not relied upon by AWS in its opposition to Parler's motion for
4 temporary restraining order. A true and correct copy of the currently applicable AWS Customer
5 Agreement (the "Agreement") is attached to this declaration as **Exhibit B** (and attached as
6 Exhibit B to the complaint). The Agreement incorporates, among other things, Amazon's
7 Acceptable Use Policy (the "AUP"), which is available online at <http://aws.amazon.com/aup>.
8 Attached as **Exhibit C** is a true and correct copy of the AUP, which was last updated September
9 16, 2016.

10 4. In mid-November 2020, we received reports that Parler was hosting content
11 threatening violence in violation of our terms. On November 17, 2020, seeking to better
12 understand Parler's approach to content moderation, we provided Parler two examples of content
13 hosted on its website and asked whether Parler "consider[d] this type of content to violate
14 [Parler's] policies," and requested "more detailed information on [Parler's] policies and
15 processes for handling and mitigating" such content. Two days later, Parler responded that it had
16 referred one example (that threatened violence against others) to its "regular contact for
17 investigation" but that the other "would not be deemed a violation of [Parler's] terms of service .
18 . . as hateful as it is." Attached as **Exhibit D** is a true and correct copy of this correspondence
19 (names and personal information have been redacted).

20 5. Over the ensuing seven weeks, we sent Parler reports of content that encouraged
21 or incited violence in violation of our terms, and which required prompt removal. Ultimately,
22 AWS notified Parler of more than 100 pieces of such content. The reports were sent directly to
23 Parler's Chief Policy Officer to ensure that they would be investigated and removed promptly.
24 Despite this, on several occasions, Parler failed to remove the content in a timely manner, or
25 required us to follow up, sometimes several times. Attached as **Exhibit E** is the list of content
26 we provided to Parler that violated our terms.

1 6. On January 8, 9, and 10, we notified Parler of additional content that threatened or
2 encouraged violence that it was hosting in violation of the Agreement. On January 8 and 9, we
3 spoke with Parler about its content moderation policies, processes, and tools. We emphasized
4 that Parler's approach to moderation failed to address the need for Parler to promptly identify
5 and remove violent content as required by our terms. In response, Parler outlined a nascent,
6 manual, reactive approach to content moderation that would rely almost exclusively on external
7 "volunteers" who would then forward identified content to a volunteer "jury" to decide if the
8 content had to be taken down. We also expressed our concerns regarding Parler's CEO's public
9 statements that Parler sought to do as little content moderation as possible and that,
10 notwithstanding their claim to have implemented this new approach, there was an increasing
11 volume of content on Parler that threatened or encouraged violence. We explained that given the
12 events at the U.S. Capitol Building and the threats regarding the upcoming inauguration, we had
13 real concern about this content leading to more violence. We were clear that Parler needed to
14 have a robust and effective process for identifying and removing content that threatened or
15 encouraged violence, and that it was employing very few resources toward this effort, which we
16 did not believe would be effective. We noted that, while we were finding such violent content
17 that violated our terms, it was their job to identify and remove this content, and that we were just
18 scratching the surface of what they were hosting.

19 7. Despite AWS's repeated efforts to address these concerns directly with Parler, we
20 continued to see an increasing volume of content that threatened or encouraged violence hosted
21 on Parler that violated both Agreement and Amazon's AUP. As a result, on January 9, we
22 notified Parler that AWS would suspend its account effective 11:59 p.m. on January 10. A true
23 and correct copy of this correspondence is attached as Exhibit A to Parler's complaint. *See* Dkt.
24 1-1. During a call on January 10, Parler stated that it had a backlog of 26,000 reports of content
25 that violated its minimal community standards and that it had not yet looked at that content
26 (which thus remained available on its service).

1 8. After the notice of Parler's account suspension, Parler users began posting threats
2 of physical violence and death to Amazon delivery drivers, Amazon facilities, and Amazon
3 executives. True and correct copies of examples of these threats are attached as **Exhibit F**.
4 Additional examples of these threats are included throughout Exhibit E (*see* ¶ 5, *supra*), at pages
5 12, 15, 30, 43, 57, and 66. As a result of these and similar threats against employees of other
6 companies that have suspended Parler or others from their services, I am concerned for my
7 safety, as well as the safety of my colleagues.

8
9 I declare under penalty of perjury that the foregoing is true and correct.

10 Executed on January 12, 2021 at Seattle, WA

